

ORIGINAL

184884

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SCOTT ELLIOTT

TELEPHONE (803) 771-0555  
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March 12, 2007

COPY

2007-89-C

VIA HAND DELIVERY

Charles L. A. Terreni, Esquire  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
101 Executive Center Drive  
Columbia, SC 29210

Posted: lod  
Dept: S.A. ~~WKS~~  
Date: 3/12/07  
Time: 4:45

SO. CAROLINA  
PUBLIC SERVICE  
COMMISSION  
2007 MAR 12 PM 3:12

RECEIVED

RE: Application of Pulse Telecom LLC Authority to Operate as a Reseller of  
Interexchange Telecommunication Services within the State of South Carolina

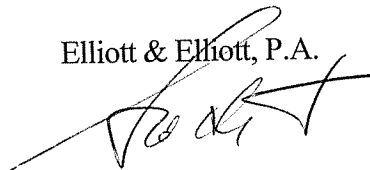
Dear Mr. Terreni:

Enclosed please find for filing an original and fifteen (15) copies of the Application of Pulse Telecom LLC Authority to Operate as a Reseller of Interexchange Telecommunication Services within the State of South Carolina. By copy I am serving the Office of Regulatory Staff.

I have enclosed an extra copy of this application which I would ask you to date stamp and return to me through my courier. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

RECEIVED

MAR 12 2007

PSC SC  
DOCKETING DEPT.

SE/mlw

Enclosures

cc: Lance J.M. Steinhart, Esquire

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF SOUTH CAROLINA**

**IN RE: APPLICATION OF  
PULSE TELECOM LLC  
AUTHORITY TO OPERATE AS A  
RESELLER OF INTEREXCHANGE  
TELECOMMUNICATION SERVICES  
WITHIN THE STATE OF  
SOUTH CAROLINA**

**DOCKET NO:  
DATE:**

**AND TO BE REGULATED IN ACCORDANCE WITH PROCEDURES ESTABLISHED FOR  
ALTERNATIVE REGULATION IN ORDER NOS. 95-1734 AND 96-55 IN DOCKET  
NO. 95-661-C.**

**APPLICATION AND REQUEST FOR AUTHORITY**

Pulse Telecom LLC (hereinafter "Applicant"), by its attorney, hereby files this verified application, before the South Carolina Public Service Commission pursuant to its requirement for a Certificate of Public Convenience and Necessity to operate as a reseller of telecommunications services within the State of South Carolina and in support thereof would state the following:

1 Applicant's legal name is Pulse Telecom LLC and its state of organization is Delaware (see Attachment 1). Applicant has a certificate of authorization to do business in South Carolina from the Secretary of State. (see Attachment 2).

2 The principal business address and telephone number of the applicant is:

Pulse Telecom LLC  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508  
Telephone: (201) 431-2643

3 Any question, notice, orders, correspondence or communication regarding this application should be directed to:

Lance J.M. Steinhart, Esq.  
Lance J.M. Steinhart, P.C.  
1720 Windward Concourse, Suite 250  
Alpharetta, Georgia 30005  
(770) 232-9200 (Phone)  
(770) 232-9208 (Fax)  
lsteinhart@telecomcounsel.com

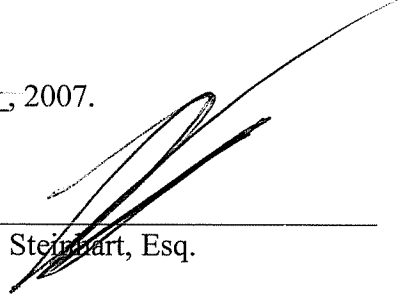
Local Counsel:  
Scott Elliott, Esq.  
Elliott & Elliott, P.A.  
721 Olive Street  
Columbia, SC 29205  
(803) 771-0555 (Phone)  
(803) 771-8010 (Fax)

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SC PUBLIC SERVICE  
COMMISSION


- 4 The officers and directors of Applicant are set forth in Attachment 3. Biographical information on Applicant's key management personnel are included in Attachment 4.
- 5 The Applicant's Balance Sheet and Income Statement as of December 31, 2006, is Attachment 5. This exhibit is offered in support of the financial ability of the Applicant.
- 6 Applicant submits contemporaneously with this application its proposed tariff (Attachment 6) which contains a description of services to be provided, all rules and regulations applicable to such services, and proposed rates for such services.
- 7 By this application, Applicant hereby asserts its willingness and ability to comply with all the rules and regulations that the Commission may lawfully impose upon Applicant's provision of service contemplated by this application.
- 8 Upon Commission request, Applicant is prepared to answer questions or present additional testimony or other evidence about its services within the state.
- 9 The Company hereby respectfully requests a waiver of 26 S.C. Code & Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina, but rather, the Company desires to keep its books and records at its principal place of business.
10. Applicant hereby respectfully requests that its interexchange service offerings be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

Wherefore, Pulse Telecom LLC hereby prays that the South Carolina Public Service Commission grants it authority to provide interexchange telecommunications services within the State of South Carolina and to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

Respectfully submitted this 7<sup>th</sup> day of March, 2007.

By:   
Lance J.M. Steinhart, Esq.

Lance J.M. Steinhart, P.C.  
1720 Windward Concourse, Suite 250  
Alpharetta, Georgia 30005  
(770) 232-9200 (Phone)  
(770) 232-9208 (Fax)  
[lsteinhart@telecomcounsel.com](mailto:lsteinhart@telecomcounsel.com) (E-mail)  
and

By:   
Scott Elliott, Esq.

Elliott & Elliott, P.A.  
721 Olive Street  
Columbia, SC 29205  
(803) 771-0555 (Phone)  
(803) 771-8010 (Fax)

Its Attorneys

VERIFICATION OF APPLICANT

I, Marius Malai, Director of Pulse Telecom LLC, a Delaware Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of South Carolina, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

X



Marius Malai  
Director  
Pulse Telecom LLC

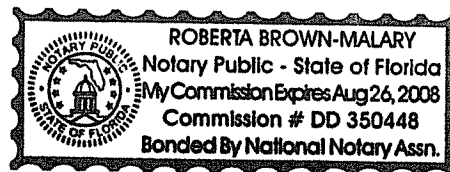
X Sworn to me, the undersigned

Notary Public on this

21 day of November, 2006.

State of Florida

County of Broward



  
Notary Public

## LIST OF ATTACHMENTS

Attachment 1 - Certificate of Formation

Attachment 2 - Foreign Corporation Qualification

Attachment 3 - Officers & Directors

Attachment 4 - Biographical Information

Attachment 5 - Financial Information

Attachment 6 - Proposed Tariff

## Attachment 1 - Certificate of Formation

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:39 AM 09/27/2006  
FILED 10:39 AM 09/27/2006  
SRV 060889331 - 4226569 FILE

STATE OF DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE OF FORMATION  
OF

PULSE TELECOM LLC

1. The name of the limited liability company is **PULSE TELECOM LLC**.
2. The address of its registered office in the State of Delaware is 1201 Orange St. Suite 600, Wilmington, New Castle County, Delaware, 19801. The name of its registered agent at such address is Presidential Services Incorporated.
3. (Use this paragraph only if the company is to have a specific date of dissolution:  
"The latest date on which the limited liability company is to dissolve is \_\_\_\_".)
4. (Insert any other matters the members determine to include herein.)

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation on September 27, 2006.

BY: Kevin W. Wessell

Authorized Person  
President of Presidential Services Incorporated

NAME: Kevin Wessell  
Type or Print  
President of Presidential Services Incorporated



## Attachment 2 - Foreign Corporation Qualification

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

PULSE TELECOM LLC, A Limited Liability Company duly organized under the laws of the State of DELAWARE, and issued a certificate of authority to transact business in South Carolina on December 18th, 2006, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
20th day of December, 2006.

  
Mark Hammond, Secretary of State

Attachment 3 - Officers & Directors

Officers:

Marius Malai, Manager

Director:

None. Limited Liability Company

301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

## Attachment 4 - Biographical Information

**Marius Nicolae Malai**  
21582 Cartagena Drive  
Boca Raton, FL 33428  
Phone: (502) 821-7944  
[marius\\_malai@yahoo.com](mailto:marius_malai@yahoo.com)

---

**Obiectiv:** To put the experience cumulated in the last years of working to use for a growing company like yours, and contribute to your growth and profit, while working in a friendly environment and challenging myself to new heights.

### **Working experience**

<b>04/2006 – present</b>	<b>NECC Telecom Inc.,</b> - Fort Lauderdale, Florida Business Administration, Management and Operations, <b>Accounting</b>
<b>01/2004 – 03/2006</b>	<b>Economist – S.C. DUMBRAVA COMIMPEX S.R.L</b> – Oradea, Roamnia
<b>11/2003 – 12/2003</b>	<b>Insurance Agent – S.C. OMNIASIG S.A.</b> – Oradea, Romania
<b>02/2003 – 06/2003</b>	<b>Human Resource Intern – S.C. GIMAROM INVEST S.R.L</b> – Cluj- Napoca, Romania Employee's motivation
<b>06/2002 – 07/2002</b>	<b>Intern – BIHOR CHAMBER OF COMERCE</b> – Oradea, Romania Statistics and Database
<b>05/1998-12/1999</b>	<b>Intern - S.C. U.A.M.T. S.A</b> – Oradea, Romania Production and marketing

### **Education**

<b>2004-2006</b>	UNIVERSITY OF ORADEA, College of Economics Master: The Administration of Home and International Business of Small and Middle Size Company
<b>1999-2003</b>	“BABES-BOLYAI” UNIVERSITY CLUJ-NAPOCA, College of Economics Specialization: The Economy and the Management of Agro alimentary Production

### **Skills**

Romanian	Native Language
Computer literacy:	Microsoft Word, Excel, and Power Point

### **References:**

Available upon request.

## Attachment 5 - Financial Information

**Balance Sheet**  
**As of 12/31/2006**

**Pulse Telecom, LLC (PUU)**

**Assets**

**Current Assets**

1001-00-000

HSBC- Main Bank Account

\$ 1,454.66

**Total Current Assets:**

\$ 1,454.66

**Accounts Receivable**

1200-00-000

Accounts Receivable-Trade

\$ 71,035.43

**Total Accounts Receivable:**

\$ 71,035.43

**Total Assets:**

\$ 72,490.09

**Liabilities**

**Current Liabilities**

2000-00-000

Accounts Payable

\$ 5,127.96

**Total Current Liabilities:**

\$ 5,127.96

**Other Current Liabilities**

2350-00-000

Sales Tax payable

\$ 8,358.71

**Total Other Current Liabilities:**

\$ 8,358.71

**Long-Term Liabilities**

2500-00-000

Due to MGM

\$ 5,676.95

**Total Long-Term Liabilities:**

\$ 5,676.95

**Total Liabilities:**

\$ 19,163.62

**Equity**

3030-00-000

Shareholder Contributions

\$ 10,000.00

3200-00-000

Retained Earnings

\$ 0.00

3200-00-000

Retained Earnings-Current Year

\$ 43,326.47

**Total Equity:**

\$ 53,326.47

**Total Liabilities & Equity:**

\$ 72,490.09

**Income Statement**  
**For Period 12 Ending 12/31/2006**

**Pulse Telecom, LLC (PUU)**

		Period to Date	% of Revenue	Year to Date	% of Revenue
<b>Revenue</b>					
4000-00-000	Sales- International	\$ 55,373.54	86.68%	\$ 55,373.54	86.68%
4090-00-000	Admin Fees	\$ 8,511.61	13.32%	\$ 8,511.61	13.32%
<b>Total Revenue:</b>		<b>\$ 63,885.15</b>	<b>100.00%</b>	<b>\$ 63,885.15</b>	<b>100.00%</b>
<b>Cost Of Sales</b>					
5075-00-000	On-line Services	\$ 249.00	0.39%	\$ 249.00	0.39%
5080-00-000	Send Invoices	\$ 1,569.85	2.46%	\$ 1,569.85	2.46%
5085-00-000	Tax Processing	\$ 1,590.00	2.49%	\$ 1,590.00	2.49%
<b>Total Cost Of Sales:</b>		<b>\$ 3,408.85</b>	<b>5.34%</b>	<b>\$ 3,408.85</b>	<b>5.34%</b>
<b>Gross Profit:</b>		<b>\$ 60,476.30</b>	<b>94.66%</b>	<b>\$ 60,476.30</b>	<b>94.66%</b>
<b>Expenses</b>					
<b>Operating Expenses</b>					
6000-00-000	Advertising	\$ 1,647.00	2.58%	\$ 1,647.00	2.58%
6010-00-000	Bank Charge	\$ 13.77	0.02%	\$ 13.77	0.02%
6065-00-000	Licensing and Regulatory Fees	\$ 0.00	0.00%	\$ 10,771.50	16.86%
6125-00-000	Postage & Delivery	\$ 417.56	0.65%	\$ 417.56	0.65%
6160-00-000	Registered Agent Fee	\$ 0.00	0.00%	\$ 3,750.00	5.87%
<b>Total Operating Expenses:</b>		<b>\$ 2,078.33</b>	<b>3.25%</b>	<b>\$ 16,599.83</b>	<b>25.98%</b>
<b>Professional Fees</b>					
6142-00-000	Accounting	\$ 75.00	0.12%	\$ 550.00	0.86%
<b>Total Professional Fees:</b>		<b>\$ 75.00</b>	<b>0.12%</b>	<b>\$ 550.00</b>	<b>0.86%</b>
<b>Total Expenses:</b>		<b>\$ 2,153.33</b>	<b>3.37%</b>	<b>\$ 17,149.83</b>	<b>26.84%</b>
<b>Net Income From Operations:</b>		<b>\$ 58,322.97</b>	<b>91.29%</b>	<b>\$ 43,326.47</b>	<b>67.82%</b>
<b>Earnings Before Income Tax:</b>		<b>\$ 58,322.97</b>	<b>91.29%</b>	<b>\$ 43,326.47</b>	<b>67.82%</b>
<b>Net Income (Loss):</b>		<b>\$ 58,322.97</b>	<b>91.29%</b>	<b>\$ 43,326.47</b>	<b>67.82%</b>



## Attachment 6 - Proposed Tariff

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TITLE SHEETSOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Pulse Telecom LLC ("Pulse"), with principal offices at 301 South 13th Street, Suite 500, Lincoln, Nebraska 68508. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

---

Issued:

Effective:

By:

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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Issued:

Effective:

By:

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

---

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original	39	Original
20	Original	40	Original

\* New or Revised Sheet

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**Issued:****By:**

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

**Effective:**

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

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**TABLE OF CONTENTS**

	Page
Title Sheet.....	1
Concurring, Connecting or Other Participating Carriers.....	2
Check Sheet.....	3
Table of Contents.....	4
Tariff Format.....	5
Symbols.....	6
Section 1 - Technical Terms and Abbreviations.....	7
Section 2 - Rules and Regulations.....	9
2.1 Undertaking of the Company.....	9
2.2 Use of Services.....	10
2.3 Liability of the Company.....	11
2.4 Responsibilities of the Customer.....	13
2.5 Cancellation or Interruption of Service.....	15
2.6 Credit Allowance.....	17
2.7 Restoration of Service.....	18
2.8 Deposit.....	18
2.9 Payment and Billing.....	19
2.10 Collection Costs.....	20
2.11 Taxes.....	20
2.12 Late Charge.....	20
2.13 Returned Check Charge.....	20
Section 3 - Description of Service.....	21
3.1 Computation of Charges.....	21
3.2 Customer Complaints and/or Billing Disputes...	22
3.3 Level of Service.....	23
3.4 Billing Entity Conditions.....	23
3.5 Service Offerings.....	24
Section 4- Current Rates.....	29
Section 5 - Maximum Rates.....	36

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**Issued:****Effective:****By:**

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

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**TARIFF FORMAT**

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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**Issued:****Effective:****By:**

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An  
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A  
Reduction to A Customer's Bill
- T - Change in Text or Regulation  
But No Change In Rate or Charge

---

Issued:

Effective:

By:

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Carolina Public Service Commission.

Company or Pulse - Used throughout this tariff to mean Pulse Telecom LLC, a Delaware Limited Liability Company.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

---

**Issued:****By:**

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

**Effective:**



ORS - South Carolina Office of Regulatory Staff.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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Issued:

By:

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

Effective:

---

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of South Carolina. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications services it shall not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company shall be responsible for the marketing practices of its contracted telemarketers and for their compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its

---

**Issued:****By:**

**Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508**

**Effective:**

**Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com**

---

certification to complete intrastate telecommunications traffic within the State of South Carolina.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

## **2.2 Use of Services**

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

---

Issued:

By:

Marius Malai, Director  
301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508

Effective:

Phone No.: (201) 431-2643, E-Mail Address: office@pulsetele.com

- 
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

### **2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

The Company shall comply with the Rules and Regulations contained in the Public Service Commission of South Carolina's Telecommunications Utilities Regulations.

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- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or

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consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3.8 The Company shall comply with the rules and regulations contained in the Public Service Commission of South Carolina's telecommunications utilities regulations.

**2.4 Responsibilities of the Customer**

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

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- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

**2.5 Cancellation or Interruption of Services**

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.5.1.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services. Service will be terminated only on Monday through Thursday between the

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hours of 8:00 am and 4:00 pm unless provisions have been made to have someone available to accept payment and reconnect service.

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

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**2.7 Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

**2.8 Deposit**

The Company does not require deposits.

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**2.9 Payment and Billing**

- 2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

**2.10 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including

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reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

#### **2.11 Taxes**

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

#### **2.12 Late Charge**

A one-time late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, may be added to any unpaid balance brought forward from the previous month's billing date.

#### **2.13 Returned Check Charge**

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written, however, the charge may equal but not exceed the rate allowed by S.C. Code Annotated Section 34-11-70.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Computation of Charges**

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

### **3.2 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

301 South 13th Street, Suite 500  
Lincoln, Nebraska 68508  
Customer Service: (800) 816-4734

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled; provided, however, in the event that the Company has willfully overcharged any Customer, the Company shall refund the difference, plus interest, as prescribed by the Commission.

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All unresolved disputes with the Company may be filed with ORS at the following address and telephone number:

Office of Regulatory Staff  
Consumer Services Division  
PO Drawer 11263  
Columbia, SC 29211  
Telephone No.: 803-737-5230  
Toll Free No.: 800-922-1531  
Fax No.: 803-737-4750

**3.3 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

**3.4 Billing Entity Conditions**

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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**3.5 Service Offerings****3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

**3.5.2 Travel Cards**

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

**3.5.3 Toll-Free Service**

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Reserved for Future Use.

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Reserved for Future Use.

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## 3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All individual case basis arrangements will be submitted to the Commission. Such arrangements will be provided to ORS upon request.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission and ORS of such offerings at least 14 days prior to the effective date of such offerings.

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**SECTION 4 - CURRENT RATES**

**4.1 1+ Dialing**

\$0.150 per minute

A \$4.95 per month service charge applies.  
Billed in one minute increments.

**4.2 Travel Cards**

\$.199 per minute

A \$.25 per call service charge applies.  
Billed in one minute increments.

**4.3 Toll Free**

\$0.150 per minute

A \$10 per month per number service charge applies.  
Billed in one minute increments.

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4.4 Reserved for Future Use.

4.5 Directory Assistance

\$1.25

4.6 Returned Check Charge

\$20.00

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**4.7 Rate Periods**

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period	Evening Rate Period	
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

**4.8 Payphone Dial Around Surcharge**

A dial around surcharge of \$.30 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

**4.9 Universal Service Fund Assessment**

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

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**SECTION 5 - MAXIMUM RATES**

**5.1 1 + & 101XXXX Dialing**

\$0.30 per minute  
A \$10 per month per number service charge

**5.2 Travel Cards**

\$0.50 per minute  
A \$.50 per call service charge

**5.3 Toll Free Service**

\$0.30 per minute  
\$20 per month per number service charge

**5.4 Reserved for Future Use.**

**5.5 Directory Assistance**

\$2.50

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ORIGINAL

## CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

RE: Application of Pulse Telecom LLC Authority  
to Operate as a Reseller of Interexchange  
Telecommunication Services within the State of  
South Carolina

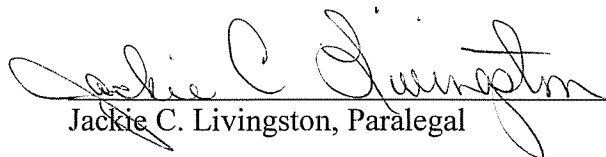
DOCKET NO.:

PARTIES SERVED: C. Dukes Scott, Esquire  
Office of Regulatory Staff  
PO Box 11263  
Columbia, SC 29211

PLEADING: APPLICATION

March 12, 2007

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SC PUBLIC SERVICE  
COMMISSION

  
Jackie C. Livingston, Paralegal